

STATE OF NEW MEXICO  
**CHILDREN, YOUTH AND FAMILIES DEPARTMENT**  
**AGREEMENT**  
**AMENDMENT NUMBER FOUR**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **CHILDREN, YOUTH AND FAMILIES DEPARTMENT**, hereinafter referred to as the “Agency” and **Pueblo of Zuni**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Agency.

**PURPOSE OF AMENDMENT**

1. Revise **Attachment 2 – Budget (Amendment #3 dated May 30, 2014)** to reflect the reallocation of funding, specifically \$2,973.00 from line item Permanent Positions, \$826 from line item Employee Benefits, \$454 from line item Rent, \$823 from line item Employee Training, and \$77 from line item Administrative Overhead for a total of \$5,153 to be reallocated as follows; \$1,055 to line item Transportation, \$2,225 to line item Utilities, \$948 to line item Telecommunications, \$625 to line item Miscellaneous and \$300 to line item Office Supplies for FY15 and FY16.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED AGREEMENT ARE AMENDED AS FOLLOWS:

Article III, Limitation of Cost, is hereby amended to read as follows:

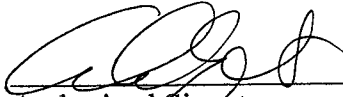
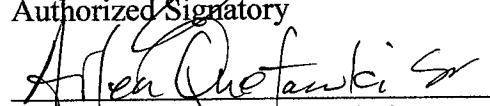
**ARTICLE III.           Limitation of Cost**

The total amount of the monies payable to the Contractor under this Agreement shall not exceed **one hundred fifty five thousand, four hundred eighty dollars even (\$155,480.00)**. The annual budget is attached hereto as “**Revised Attachment 2 – Budget dated October 28, 2014**” is incorporated herein by reference.

**All other articles of this Agreement remain the same.**

**IN WITNESS WHEREOF**, the Agency and the Contractor have caused this Agreement to be executed, said Agreement to become effective as of the date set forth below upon which it is executed by the Agency Secretary or Designee.

**Pueblo of Zuni**

  
\_\_\_\_\_  
Authorized Signatory  
  
\_\_\_\_\_  
Printed Title of Authorized Signatory

Date: 11-17-14

  
\_\_\_\_\_  
Legal Counsel, Contractor

Date: 11-18-14

**Agency – Children, Youth and Families Department**

  
\_\_\_\_\_  
Secretary or Designee, Agency

Date: 11/24/14

**Approved as to legal form and sufficiency.**

  
\_\_\_\_\_  
Office of General Counsel, Agency

Date: 11-24-14

**Revised Attachment 2 – Budget**  
**Dated October 28, 2014**  
**Pueblo of Zuni**

1. The Contractor shall be paid according to the following budget:

Description	FY13 Budget	FY14 Budget	FY15 Budget	Estimated FY16 Budget	Estimated Contract Amount
<b>Permanent Positions-Full/Part Time</b>	\$25,002.00	\$27,153.00	\$25,501.00	\$25,501.00	\$103,157.00
<b>Other Employment Benefits</b>	\$3,477.00	\$3,477.00	\$2,651.00	\$2,651.00	\$12,256.00
<b>Transportation-Other Travel</b>	\$151.00	\$151.00	\$1,206.00	\$1,206.00	\$2,714.00
<b>Utilities</b>	\$1,200.00	\$1,200.00	\$3,425.00	\$3,425.00	\$9,250.00
<b>Rent of Land &amp; Buildings</b>	\$454.00	\$454.00	\$0	\$0	\$908.00
<b>Telecommunications</b>	\$593.00	\$593.00	\$1541.00	\$1541.00	\$4,268.00
<b>Employee Training</b>	\$1,223.00	\$1,223.00	\$400.00	\$400.00	\$3,246.00
<b>Administrative Overhead</b>	\$4,372.00	\$4,372.00	\$4,295.00	\$4,295.00	\$17,334.00
<b>Miscellaneous Other Expenses</b>	\$0	\$0	\$625.00	\$625.00	\$1250.00
<b>Office Supplies</b>	\$0	\$0	\$300.00	\$300.00	\$600.00
<b>TOTAL</b>	<b>36,472.00</b>	<b>38,623.00</b>	<b>39,944.00</b>	<b>39,944.00</b>	<b>\$154,983.00</b>

2. TRAVEL FOR CONTRACTORS MEETING

	FY13	FY14	FY15	FY16	TOTAL Amount
<b>In-State Mileage</b>	<b>\$151.00</b>	<b>\$66.00</b>	<b>\$140.00</b>	<b>\$140.00</b>	<b>\$497.00</b>

3. Based on periodic program and fiscal reviews, the Agency retains the sole discretion to reduce the contract budgets of contractors who are not generating units sufficient to utilize the entire budget by the end of the contract period. The Agency retains the sole discretion to reallocate the resulting funds to contractors who are able to provide additional units within the contract period.

The Agency will notify the Contractor in writing thirty (30) days prior to taking such action. The Agency is not obligated to pay the Contractor for any dollar amount in excess of the total contracted amount without executing an amendment to this agreement.

4. The Contractor shall not bill and the Agency shall not pay Medicaid Certified Providers for Medicaid reimbursable services provided to Medicaid eligible clients.
5. The Contractor shall agree that grant funds made available to the Agency will not be used as direct payment to any victim or dependent of a victim of family violence.
6. Per diem, mileage, and other miscellaneous expenses, will be paid in accordance with the Agency of Finance and Administration (DFA) Rule 2.42.2 NMAC.
7. Budget adjustments may be made with the prior written approval of the Agency's Program Manager. Not more than four (4) budget adjustments can be applied within one contract year. The Contractor may not request any budget adjustments after May 31<sup>st</sup> of the contract year.
8. Contractor shall maintain records of services rendered for the (3) years, as described in the Domestic Violence Service Definition Manual and sufficient to verify that contractual services were provided consistent with billings submitted by Contractor. The Contractor shall permit Agency staff to have access to its records for auditing and verification purposes.
9. No fee may be assessed on a client whose income equals or is below the federal poverty guidelines. Clients who cannot pay a fee will not be discriminated against or denied service.
10. The Contractor may establish a sliding scale schedule for perpetrators of domestic violence under the condition that the sliding scale schedule and accompanying procedures are approved by the Agency prior to implementation.
11. The Agency reserves the right to designate funding source when validating expenditures. TANF eligible clients shall be funded with TANF funds.
12. The funding for this contract is delineated as follows:

Funding Sources  
GENERAL FUND